

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FREDERICK ROTH	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	NO. 2:18-cv-01994-GEKP
v.	:	
	:	
LIBERTY MUTUAL INSURANCE	:	
COMPANY	:	
Defendants	:	

STIPULATION

WHEREAS, Plaintiff, Frederick Roth, commenced this action against Defendant, Liberty Mutual Insurance Company ("Liberty Mutual") arising out of claims for UIM Benefits, by Complaint filed on April 11, 2018, in the Court of Common Pleas of Philadelphia County, Pennsylvania, docketed as April Term, 2018, No. 01410;

WHEREAS, Defendant, Liberty Mutual, has removed this action to the United States District Court for the Eastern District of Pennsylvania pursuant to the provisions of 28 U.S.C. §1332;

WHEREAS, the jurisdictional limit for said removal is an amount in controversy of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs; and

WHEREAS, Plaintiff has offered to stipulate that the amount in controversy in this action does not meet federal jurisdictional requirements and that, subject to the Court's approval the case will be remanded.

It is, therefore, STIPULATED AND AGREED by Plaintiff and Defendant, Liberty Mutual, by and through their respective counsel, as follows:

1. Plaintiff agrees that the amount in controversy does not exceed \$75,000.00.

2. If Plaintiff is able to prove that he is entitled to receive any amount, Plaintiff will be entitled to recover no more than \$75,000.00 from Defendant, Liberty Mutual, whether that award or settlement is for compensatory and/or contractual damages, treble damages, punitive damages, delay damages, attorney's fees and or any other damages claimed by Plaintiff.
3. If an award, verdict or judgment is entered in an amount greater than \$75,000.00 against the Defendant, Liberty Mutual, Plaintiff agrees that the award or verdict will be molded to reflect a total award or verdict of \$75,000.00.
4. The parties agree that the case will be remanded to Philadelphia County.
5. This Stipulation will be binding upon Plaintiff even if there should be a change of counsel.
6. This Stipulation will be binding upon Plaintiff as to any co-defendants or additional defendants, if any, who may be made parties to this action at the present time or hereafter.

EDELSTEIN LAW, LLP

By: 

JAY L. EDELSTEIN, ESQ.
Attorneys for Plaintiff

Dated: 5/23/18

MARSHALL DENNEHEY WARNER
COLEMAN & GOGGIN

By: 

WILLIAM C. FOSTER, ESQ.
CRISTIN A. CAVANAUGH, ESQ.
Attorneys for Defendant
Liberty Mutual Insurance Company

Dated: 5.23.18

APPROVAL

AP 18-1994

AND NOW, this 23rd day of May, 2018, the foregoing

Stipulation is hereby APPROVED.

BY THE COURT:

[Signature]
The Honorable Gene E.K. Pratter